

he derives his powers can sell or concur with other persons in selling all or any part of the property of the trust either by public auction or private contract subject to any conditions as to title or evidence of title he may think fit, with power to vary any contract for sale or to rescind any contract and to re-sell without being answerable for any loss.

A trustee is not bound to undertake personally the work involved in carrying out the trust. He can, instead of acting personally, employ and pay an agent, whether a solicitor, banker, stockbroker, or any other person to transact any business or do any act required to be done in carrying out the trust, including even the receipt and payment of money and he is entitled to be allowed and paid all charges and expenses incurred and is not responsible for the default of any such agent if employed by him in good faith.

Still further, a trustee can permit his solicitor to have the custody of a deed having in the body of such deed or endorsed thereon a receipt for money or valuable consideration—signed or executed by the trustee in advance of receiving the money or consideration—so that the solicitor can hand it over to some purchaser on completion, or on receiving payment of mortgage money

and the trustee will not be liable
for breach
of trust when he has handed such
deed to his
solicitor in good faith. There are so
many cases
where a deed is executed before
completion and
handed to a solicitor to carry out the
transaction
that the importance of this power
should be re-
membered by the solicitor's clerk, who
will be able
to persuade a timid trustee that he is
not doing any-
thing wrong or *even* risky in signing or
executing a